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Message Text

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E.O. 11652: N/A
TAGS: MARR, MASS, SP
SUBJECT: TERRITORIAL COMMAND NET (TCN) FOR SPAIN

REF: (A) DIR IL ODCSLOG 231904Z JUNE 77 (NOTAL);
(B) CDR USAILCOM 281759Z JUNE 77 (NOTAL)

SUMMARY:

THIS MESSAGE PROVIDES DETAILED BACKGROUND INFORMATION PREPARED BY THE TCN FIELD OFFICE IN MADRID, WITH THE ASSISTANCE OF JUSMG-MAAG, REGARDING THE SUBSTANTIAL US CONTRACTOR CLIAMS DEVELOPING AS THE TCN PROJECT IN SPAIN NEARS CONCLUSION. SEPTEL CONTAINS SUMMARY AND
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RECOMMENDATIONS. END SUMMARY

1. IN JUNE 1971, THE SPANISH ARMY SUBMITTED TO THE UNITED STATES A REQUEST FOR AN OFFER TO CONSTRUCT A TERRITORIAL COMMAND NET (TCN) TO PROVIDE A NATION-WIDE COMMUNICATIONS SYSTEM FOR THE SPANISH ARMY AND NAVY. THIS REQUEST LED, ON 5 MAY 1972, TO A MEMORANDUM OF UNDERSTANDING (MOU) FOR THE INSTALLATION OF THE TCN. THE MOU

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PROVIDES IN ARTICLE V, PARAGRAPH 5., THAT TERMS OF PAYMENT "WILL BE SHOWN ON DD FORM 1513...." ALSO ON 5 MAY 1972, THE CHIEF SIGNAL OFFICER OF THE SPANISH ARMY, THEN A MAJOR GENERAL GONZALO RODRIGUEZ DE RIVERA, A DULY AUTHORIZED REPRESENTATIVE OF THE GOVERNMENT OF SPAIN, SIGNED A DD FORM 1513 WHICH GRANTED THE US ARMY THE AUTHORITY TO ACT AS AN AGENT FOR THE GOVERNMENT OF SPAIN IN OBTAINING CONTRACT PROPOSALS FOR THE TCN. THE REVERSE SIDE OF THE FORM 1513 CONTAINED A SERIES OF "BOILER PLATE" CLAUSES, INCLUDING ONE NOW PRESENTLY AT ISSUE. CLAUSE B.5. PROVIDES THAT THE PURCHASER "SHALL REIMBURSE THE GOVERNMENT OF THE UNITED STATES IF THE FINAL COSTS TO THE UNITED STATES EXCEED THE AMOUNTS ESTIMATED ON THE OBVERSE". HOWEVER, NO COST AMOUNTS ARE ESTIMATED ON THE FORM 1513. INSTEAD, THE FORM 1513 CONTAINS THE STATEMENT THAT PRICE AND AVAILABILITY INFORMATION WOULD BE FURNISHED IN AN AMENDMENT.

2. AFTER BIDS WERE SOLICITED, MAJOR GENERAL CARLOS SAMANIEGO RIPOLL, GENERAL RODRIGUEZ DE RIVERA'S REPLACEMENT AS SPANISH ARMY CHIEF SIGNAL OFFICER, ON 10 APRIL 1974, SIGNED AMENDMENT 1 TO THE ORIGINAL DD FORM 1513. AMENDMENT 1 CONTAINS COST TERMS BASED UPON THE PRICES REFLECTED IN THE SUCCESSFUL BID, BUT DOES NOT CONTAIN ANY REFERENCE TO THE INDEMNITY CLAUSE CONTAINED ON THE ORGINAL FORM 1513, SPECIFICALLY, AMENDMENT 1 ESTIMATED THE SPANISH COSTS TO BE SLIGHTLY IN EXCESS OF $26 MILLION. THE U.S. WAS TO PROVIDE $4.5 MILLION IN GRANT AID FUNDS TO FINANCE THE SERVICES OF THE US ARMY FIELD OFFICE. THE AMENDMENT DID NOT REFLECT
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$22,363,000, THE ACTUAL COST OF THE CONTRACT WITH FEC, BECAUSE$1,484,918 OF THE GRANT AID FUNDS WERE APPLIED AGAINST CONTRACT SERVICES BY MUTUAL AGREEMENT OF A JUSMG-MAAG REPRESENTATIVE AND A SPANISH REPRESENTATIVE, EVIDENTLY IN THE BELIEF THAT THESE FUNDS WOULD NOT BE NEEDED TO PAY FOR THE SERVICES OF THE US ARMY FIELD OFFICE. AFTER THE SPANISH APPROVED THE COST TERMS, THE CONTRACT WAS AWARDED TO THE SUCCESSFUL BIDDER, FEDERAL ELECTRIC CORPORATION - ITT (FEC), ON 15 APRIL 1974. THE CONTRACT WAS IN THE FORM OF A FIXED PRICE CONTRACT WITH INCENTIVE ON COST ONLY.

3. FROM THE BEGINNING, CONTRACTUAL DELAYS WERE EXPERIENCED WHEN THE CONTRACTOR FAILED TO MEET THE FIRST SCHEDULED DELIVERY DATE BECAUSE HE COULD NOT DELIVER TRAINING DOCUMENTATION ON TIME. FURTHER SLIPPAGES OCCURRED WHICH THE CONTRACTOR ALLEGED WERE THE FAULT OF THE UNITED STATES GOVERNMENT FOR ERRONEOUSLY INSISTING UPON THE DELIVERY OF EQUIPMENT BY BRAND NAME. ADDITIONAL SLIPPAGES OCCURRED WHICH FEC BLAMED UPON A DEFECTIVE GOVERNMENT FREQUENCY PLAN, A DEFECTIVE TECHNICAL SPECIFICATION, ALLEGED FAILURE TO HAVE SITES READY FOR THE CONTRACTOR ON TIME, ALLEGED FAILURE TO KEEP ACCESS ROADS CLEAR DURING THE WINTER, AND ALLEGED FAILURE TO PROVIDE STABLE COMMERCIAL POWER. THE US GOVERNMENT, ON THE OTHER HAND, BLAMES THE MAJORITY OF THE DELAYS UPON THE CONTRACTOR'S

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MISMANAGEMENT OF THE PROJECT, ESPECIALLY HIS INABILITY TO DELIVER ON TIME THE PROPOSED MICROWAVE RADIO, THE MOST IMPORTANT EQUIPMENT IN THE SYSTEM. BOTH THE US GOVERNMENT AND THE SPANISH HAVE BEEN MAINTAINING A RECORD OF COSTS FOR PREPARATION OF CLAIMS AGAINST THE CONTRACTOR FOR DAMAGES FOR FAILURE OF THE CONTRACTOR TO DELIVER ON TIME. THE CONTRACTOR, ALTHOUGH CONTINUING TO WORK, PRESENTED CLAIMS TO THE PROCURING CONTRACTING OFFICER AND APPEALED THOSE WHICH HE DENIED TO THE ARMED SERVICES BOARD OF CONTRACT APPEALS WHERE THEY ARE STILL BEING ADJUDICATED. WHEN THIS BOARD RULES UPON THE CLAIMS, RESPONSIBILITY MAY BE PLACED UPON EITHER THE CONTRACTOR OR THE GOVERNMENT FOR INCURRING THESE DELAYS IN DELIVERY. IF THE ARMED SERVICES BOARD OF CONTRACT APPEALS UPHOLDS THE CONTRACTOR, THEN THE UNITED STATES GOVERNMENT AND THE SPANISH MAY FIND THEY NO LONGER HAVE GROUNDS FOR DAMAGES FOR FAILURE OF
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THE CONTRACTOR TO DELIVER ON TIME.

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4. THESE CONTRACTUAL PROBLEMS HAVE BEEN A CONSTANT IRRITATION TO THE SPANISH AND HAVE COMPLICATED THE UNITED STATES GOVERNMENT MANAGEMENT OF THE PROJECT BECUASE THE SPANISH HAVE STEADFASTLY MAINTAINED THAT THE CONTRACT IS A FIXED PRICE CONTRACT SO THERE SHOULD BE NO CHANGE IN PRICE. THE SPANISH HAVE CONSISTENTLY REFUSED TO CONCUR WITH CONTRACTUAL DECISIONS WHICH COULD LEAD TO AN INCREASE IN THE PRICE OF THE CONTRACT. THE PROJECT MANAGER, ON THE OTHER HAND, HAS OF NECESSITY ISSUED THE NECESSARY CHANGE ORDERS AND CLARIFICATIONS TO THE CONTRACTOR TO KEEP THE PROJECT MOVING TOWARD COMPLETION, WHILE THE CONTRACTOR CONTINUES TO DOCUMENT ADDITIONAL CLAIMS.

5. THE PROJECT MANAGER BRIEFED THE SPANISH ARMY CHIEF SIGNAL OFFICER IN NOVEMBER 1975, THEN A MAJOR GENERAL ANTONIO ROBLES
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NUNEZ-ARENAS, IN AN ATTEMPT TO OBTAIN HIS CONCURRENCE WITH THE MANAGEMENT OF THE PROJECT IN ACCORDANCE WITH THE PRINCIPLES OF THE ARMED SERVICES PROCUREMENT REGULATIONS, AS REQUIRED BY THE MOU. THE SPANISH ARMY CHIEF SIGNAL OFFICER REJECTED THIS APPROACH, RESPONDING THAT: (1) THE CONTRACTOR SHOULD BE DEFAULTED FOR FAILING TO MEET THE FIXED PRICE OF THE CONTRACT TO WHICH HE HAD AGREED; (2) RULINGS OF THE PROCURING CONTRACTING OFFICER, THE ARMED SERVICES BOARD OF CONTRACT APPEALS, AND U.S. COURTS ARE NOT VALID IN SPAIN; (3) DISPUTES BETWEEN THE SPANISH, THE ADMINISTRATIVE CONTRACTING OFFICER, THE PROCURING CONTRACTING OFFICER, AND THE ASBACA SHOULD BE ELEVATED TO A JOINT SPANISH-U.S. AGENCY SUCH AS THE THEN-EXISTING PERMANENT SECRETARIAT; AND, (4) THAT THE CONDITIONS OF THE SALES CASE, DD FORM 1513, WHICH REQUIRE THE SPANISH TO REIMBURSE THE US GOVERNMENT IF THE FINAL AMOUNT EXCEEDS THE AMOUNT ON THE OBVERSE, ARE NOT VALID IN THIS CASE, BUT APPLY PRIMARILY TO SALES OF MATERIEL.

6. CONTINUED DISCUSSIONS RESULTED IN ANOTHER MEETING IN WHICH THE SPANISH ARMY CHIEF SIGNAL OFFICER AMELIORATED HIS POSITION AND ASKED THAT CLAIMS BE PRESENTED INFORMALLY TO ATTEMPT TO WORK OUT A METHOD OF PAYMENT WITHOUT INVOLVING TOP LEVELS OF THE SPANISH GOVERNMENT. THIS APPROACH WAS REJECTED BY THE DEPARTMENT OF THE ARMY, READINESS COMMAND, BECAUSE THEY DID NOT WANT TO GIVE THE SPANISH GOVERNMENT THE OPPORTUNITY TO REFUSE TO PAY A VALID CLAIM WHEN THE SALES CASE CONDITIONS CLEARLY REQUIRED THEM TO REIMBURSE THE GOVERNMENT OF THE UNITED STATES IF THE FINAL COSTS TO THE UNITED STATES EXCEED THE AMOUNTS ESTIMATED ON THE SALES CASE.

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7. ON 20 JUNE 1977, THE PROJECT MANAGER BRIEFED DEPARTMENT OF THE ARMY TO CONFIRM THE PROCEDURE FOR PAYING VALID CONTRACTOR CLAIMS. THE PROCEDURE ESTABLISHED BY DEPARTMENT OF THE ARMY WAS THAT CONTRACTOR CLAIMS WILL BE REVIEWED IN ACCORDANCE WITH THE ARMED SERVICES PROCUREMENT REGULATIONS. IF RULED VALID BY THE PROCURING CONTRACTING OFFICER OR THE ARMED SERVICES BOARD OF CONTRACT APPEALS, THE CLAIMS BECOME AN OBLIGATION AGAINST THE PROJECT WHICH MUST BE PAID. DEPARTMENT OF THE ARMY INSISTS THAT THERE IS NO LEGAL AUTHORITY FOR THE US ARMY TO ASSUME LIABILITY FOR THESE COSTS; THE SPANISH DO NOT WISH TO ASSUME LIABILITY FOR THESE COSTS. THEREFORE, DEPARTMENT OF THE ARMY FORWARDS TO THE SPANISH GOVERNMENT A DD FORM 1513-2 (FOREIGN MILITARY SALES NOTICE OF MODIFICATION) AND, SIMULTANEOUSLY, BILLS THE SPANISH GOVERNMENT THROUGH THE SECURITY ASSISTANCE ACCOUNTING CENTER FOR THE MONEY
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REQUIRED TO SETTLE THE CLAIM. THIS AGENCY AUTOMATICALLY TAKES THE MONEY REQUIRED FROM THE SPANISH TRUST FUND.

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8. THE SITUATION IS RAPIDLY REACHING A DECISION POINT BECAUSE THE PROGRESS OF THE PROJECT HAS IMPROVED AND THE FIRST OF THREE SUBSYSTEMS WAS ACCEPTED CONDITIONALLY BY THE US GOVERNMENT ON 4 APRIL 1977. THE SECOND SUBSYSTEM IS EXPECTED TO BE ACCEPTED CONDITIONALLY BY THE US GOVERNMENT IN AUGUST 1977, AND THE FINAL SUBSYSTEM BY OCTOBER 1977, WHICH MEANS THAT FINAL PAYMENTS TO THE CONTRACTOR MAY BE REQUIRED AS EARLY AS DECEMBER 1977. THE SPANISH, HOWEVER, HAVE RESISTED ACCEPTING THE FIRST SUBSYSTEM, PERHAPS BECAUSE THEY BELIEVE THAT THIS WILL MAKE THEM LIABLE TO PAY ANY CLAIMS AGAINST THE PROJECT. EQUALLY IMPORTANT, THE FIRST CONTRACTOR CLAIM IN THE AMOUNT OF $1,250,000 HAS BEEN SETTLED BY THE PROCURING CONTRACTING OFFICER IN FAVOR OF THE CONTRACTOR AND NOTIFICATION OF INCREASE IN THE FORM OF A 1513-2 HAS BEEN SENT TO THE CHIEF JUSMG FOR HIM TO NOTIFY THE SPANISH THAT THE COST OF THE SALES CASE HAS BEEN INCREASED BY THAT AMOUNT.

9. ARTICLE X PROVIDES, IN PART, THAT PROBLEMS OF "INTERPRETATION OR IMPLEMENTATION OF (THE MOU) WHICH CANNOT BE SATISFACTORILY RESOLVED AT THE TECHNICAL LEVEL MAY BE REFERRED TO THE JOINT COMMITTEE ESTABLISHED BY ARTICLE 36" OF (THE 1970 AGREEMENT). THE 1970 AGREEMENT HAS SINCE BEEN REPLACED BY THE 1976 TREATY. THE SUCCESSOR ORGANIZATION TO THE JOINT COMMITTEE IS THE UNITED STATES-SPANISH COUNCIL WHICH IS COMPOSED OF THE SECRETARY OF STATE, THE FOREIGN MINISTER OF SPAIN, AND THE TWO CHAIRMEN OF JOINT CHIEFS OF STAFF. THE SPANISH, BY REFUSING TO ACCEPT SUBSYSTEM A, APPEAR TO BE SETTING THE STAGE TO PUSH THE DISPUTE INTO POLITICAL CHANNELS FOR RESOLUTION. THE FUNDAMENTAL LEGAL ISSUE IS WHETHER THE GOVERNMENT OF SPAIN IS LEGALLY OBLIGATED TO PAY EXCESS COSTS. IN THIS REGARD, THE MOU CONTAINS NO DIRECT STATEMENT OF AN OBLIGATION TO PAY, BUT IT
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DOES CONTAIN THE OBLIQUE REFERENCE, IN ARTICLE V, THAT "TERMS OF PAYMENT WILL BE AS SHOWN ON DD FORM 1513". PUT ANOTHER WAY, THE ISSUE IS WHETHER THE MOU AND DD FORM 1513, TAKEN TOGETHER, CONSTITUTE AN INTERNATIONAL AGREEMENT OTHER THAN A TREATY BINDING UPON SPAIN TO PAY THESE COSTS. TO FIND THE TERMS OF PAYMENT, ONE MUST READ BOTH THE ORIGINAL FORM 1513 AND THE SUBSEQUENT AMENDMENT. IT SHOULD BE RECOGNIZED THAT FAILURE TO HAVE SITES READY ON TIME, FAILURE TO KEEP ACCESS ROADS CLEAR, AND FAILURE TO PROVIDE STABLE COMMERCIAL POWER MAY BE ATTRIBUTABLE TO THE SPANISH, AND THEY WILL PROBABLY ENTERTAIN PAYMENT OF THESE IF WE CLEARLY SHOW THAT THEY ARE AT FAULT. ON THE OTHER HAND, THEY APPEAR UNWILLING TO PAY EXCESS COSTS FOR PROBLEMS WHICH THEY PERCEIVE AS BEING THE FAULT OF THE USG.

10. FOR EXAMPLE, THE CONTRACTOR ATTRIBUTES SOME OF THE PROBLEMS TO DEFECTIVE SPECIFICATIONS. ARTICLE III, PARAGRAPH 1., OF THE MOU REQUIRED THE "GOS (TO) UNDERTAKE THE RESPONSIBILITY TO REVIEW, APPROVE, AND FORMALLY ACCEPT, PRIOR TO CONTRACT SOLICI-

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TATION, THE TCN TECHNICAL SPECIFICATION AND SUPPORTING PROCUREMENT DATA DEVELOPED BY THE USG FROM THE SYSTEM CONCEPTS AND REQUIREMENTS PROVIDED BY THE SPANISH ARMY". FORMAL ACCEPTANCE OF THE SPECIFICATIONS AND THE SUBSEQUENT CONTRACT BY THE GOS WAS TO CONSTITUTE FULL CONCURRENCE IN SYSTEM DESIGN, SYSTEM CONFIGURATION, SYSTEM EQUIPMENT, PERFORMANCE CRITERIA, AND CONTRACTOR SELECTION. IN ACCORDANCE WITH THIS, THREE MEMBERS OF THE SPANISH WORKING GROUP ASSISTED U.S. ARMY PERSONNEL IN THE PREPARATION OF THE TECHNICAL SPECIFICATIONS AND THE PROCUREMENT DATA. HOWEVER, U.S. ARMY PERSONNEL ACTUALLY DESIGNED AND WROTE THE TECHNICAL SPECIFICATION, THE PROCUREMENT DATA, AND THE CONTRACT, AND THESE ARE ALSO BEING INTERPRETED BY REPRESENTATIVES OF THE USG. IF THESE SPECIFICATIONS ARE DEFECTIVE, CAN THE SPANISH BE HELD ACCOUNTABLE BASED ON THE MOU AND THE AUTHORITY OF THE DD FORM 1513?

11. A THIRD ISSUE RELATES TO GRANT AID FUNDS. SINCE REPRESENTATIVES OF THE USG DID REDUCE THE PRICE OF THE CONTRACT ON AMENDMENT 1 OF THE 1513 BY $1,484,918 AND NOW SOME OF THESE FUNDS ARE LIMITED OFFICIAL USE

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REQUIRED TO FUND THE SERVICES OF THE US ARMY FIELD OFFICE BECAUSE OF LATE DELIVERY OF THE SYSTEM, SHOULD THE SPANISH BE REQUIRED TO PROVIDE THESE FUNDS OR SHOULD THE USG BE REQUIRED TO RECOUP THESE FROM THE CONTRACTOR?

12. THUS, A NUMBER OF ISSUES MERIT REVIEW BEFORE WE PROCEED FURTHER. SEPTEL CONTAINS SPECIFIC IMMEDIATE RECOMMENDATIONS. STABLER

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